

**Integrity Pharmacy
Consultants LLC**
Chandler, AZ 85249
www.Integrity-rx.com

Exclusive Listing

Family Pharmacy, Inc., Family Pharmacy of Strafford, Inc., Family Pharmacy of Missouri, LLC, Family Property Management, LLC, and HealthTAC Logistics, LLC (collectively, "Sellers") agree to engage Integrity Pharmacy Consultants LLC, hereafter referred to as ("Consultant"), on an exclusive basis, to market and sell the pharmacy interest in the businesses known as Family Pharmacy (the "Pharmacy"). The term Pharmacy shall be deemed to include all aspects of the Pharmacy business, including but not limited to all tangible and intangible business assets (including but not limited to pharmaceutical inventory; pharmaceutical prescription files; furniture, fixtures and equipment; front end inventory; retail inventory; etc.), corporate goodwill allocable to Sellers, real property (including but not limited to leased real property), and any non-compete or restrictive covenant given by Sellers.

On April 30, 2018, Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Missouri (the "Bankruptcy Court") and whose cases are jointly administered under Case No. 18-60521.

Sellers are parties to that certain Asset Purchase Agreement (the "APA") dated May 7, 2018 by and between Sellers and Smith Management Services, LLC ("Smith"). Sellers have filed a motion to obtain approval of the APA and certain "stalking horse" protections for Smith and bid procedures for the conducting of an auction to occur on approximately July 16, 2018 with bids to be received on or before July 6, 2018.

If, during the term of this Agreement, the Pharmacies are sold, then Sellers agree to pay Consultant the amount of (i) Three Percent (3%) of the Cash Portion of the Purchase Price as those terms are defined in Section 1.3(a) of the APA for the Pharmacies (and, for the avoidance of doubt, Cash Portion expressly excludes any consideration consisting of a credit bid), provided such Cash Portion of the Purchase Price shall exceed \$9,000,000, from the proceeds of the sale as a carve-out from the liens of Bank of Missouri and/or Cardinal Health (provided, however, that (x) if the Cash Portion of the Purchase Price exceeds the secured claim amounts of the Bank of Missouri and Cardinal Health, the portion of the commission based on such excess Cash Portion of the Purchase Price shall be paid as a carve-out from the liens of J M Smith Corporation, and (y) if the Cash Portion of the Purchase Price exceeds the secured claim amount of J M Smith Corporation, the portion of the commission based on such excess Cash Portion of the Purchase Price shall be paid from unencumbered funds); (ii) if the Cash Portion of the Purchase Price is less than \$9,000,000, then Sellers agree to pay Consultant its actual reasonable out-of-pocket expense and a fixed fee of \$25,000, also from the proceeds of the sale as a carve-out from the liens of Bank of Missouri and/or Cardinal Health. For purpose of the calculation of Consultant's fee, if the sale of the Pharmacy occurs in 2 or more related transactions, then the aggregate amount of the Cash Portion of the Purchaser Price in such transactions shall be used. It is agreed by the parties that Consultant's fee will be paid upon entry of an order of the Bankruptcy Court approving such fee. Consultant will be provided with a copy of any executed purchase agreement

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with a prospective buyer for confirmation of the consideration described herein.

Sellers agree to pay Consultant all earned fees as soon as practical after approval by the Bankruptcy Court by wire transfer from the settlement funds at closing or out of escrow if applicable.

Consultant acknowledges that this Agreement is subject to and conditioned upon approval of the Bankruptcy Court, and that the Bankruptcy Court's approval of the entry into this agreement is not a determination of the reasonableness of any fees to be paid hereunder. Consultant further acknowledges that all fees to be paid are subject to and conditioned upon review and approval by the Bankruptcy Court for reasonableness.

In conjunction with any hearing to approve the sale of the Pharmacy, Consultant shall provide Sellers and the Bankruptcy Court, as appropriate, with a list of all persons and entities who Consultant has contacted in connection with this sale as necessary to obtain the Bankruptcy Court's approval of any transaction for the sale of the Pharmacy.

This Agreement shall commence upon execution hereof and continue for a term of three (3) months. It is anticipated that the sale process to be conducted under the auspices of the Bankruptcy Court is expected to be concluded prior to the end of the term of this Agreement.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to the principles of conflict of laws thereof. You also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Bankruptcy Court for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in such court) and consent to the Bankruptcy Court entering final orders with respect to any dispute, and further agree that any service of any process, summons, notice or document sent by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive (i) any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Bankruptcy Court; (ii) any claim that any such action, suit or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum; (iii) any right to seek permissive abstention of the matter in favor of another forum; and (iv) any right to seek to withdraw the reference to the Bankruptcy Court.

Sellers will provide all requested documents and financial information in a reasonable time frame. This agreement executed and sent by facsimile or electronic mail is considered an original.

Sellers represent, subject to Bankruptcy Court approval, that the person(s) signing on behalf of Sellers has the authority to enter into this contract on behalf of each of Sellers.

[Signature Page Follows]

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YOU HAVE THE RIGHT TO SEEK THE ADVICE OF COUNSEL PRIOR TO
EXECUTION. THIS IS A BINDING AGREEMENT, PLEASE READ IT
CAREFULLY BEFORE SIGNING.

CONSULTANTS:

Integrity Pharmacy Consultants, LLC

By: _____

Date: 5/18/18

Name: P. Sean Duffy
Title: Owner/President
Address: 13327 E. Stoney Vista Dr.
Chandler, AZ 85249
sean@integrity-rx.com

SELLERS:

Family Pharmacy, Inc., a Missouri corporation

By: _____

Date: _____

Jim MacLaughlin, Chief Restructuring Officer

Family Pharmacy of Strafford, Inc., a Missouri corporation

By: _____

Date: _____

Jim MacLaughlin, Chief Restructuring Officer

Family Pharmacy of Missouri, LLC, a Missouri limited liability company

By: _____

Date: _____

Jim MacLaughlin, Chief Restructuring Officer

Family Property Management, LLC, a Missouri limited liability company

By: _____

Date: _____

Jim MacLaughlin, Chief Restructuring Officer

HealthTAC Logistics, LLC, a Missouri limited liability company

By: _____

Date: _____

Jim MacLaughlin, Chief Restructuring Officer

Address of Sellers:

4101 N State Hwy NN
Ozark, MO 65721
jimmac@lloydandMacLaughlin.com